



DEPARTMENT OF THE ARMY
UNITED STATES ARMY GARRISON HEIDELBERG
UNIT 29237
APO AE 09102-9237

MAR 15 2006

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MEMORANDUM FOR SEE DISTRIBUTION

SUBJECT: United States Army Garrison Heidelberg (USAG Heidelberg) Command Policy Memorandum # 41, Implementation of USAG Heidelberg Alternative Discipline Program

1. References:

- a. AR 690-700, Chapter 751, Discipline
- b. Office of Personnel Management, Alternative Dispute Resolution (ADR), retrieved 28 Feb 06. (<http://www.opm.gov/er/adr.asp>)

2. This policy endorses the USAREUR Alternative Discipline (AD) Program and establishes implementation guidelines within the USAG Heidelberg serviced by the Heidelberg Civilian Personnel Advisory Center (CPAC). The program covers US Army Appropriated Fund employees who engage in acts of misconduct.

- a. Alternative Discipline is being used successfully in many agencies throughout the Federal Government to resolve and reduce misconduct situations. The primary goals of the AD program are to reduce time and costs associated with the administrative and legal processes and to foster a more positive and stable work environment.

- b. In exchange for the employee's admission of wrongdoing, commitment to future improved conduct, and a waiver of appeal and grievance rights, the immediate supervisor may offer a reduced misconduct penalty through the AD program.

- c. The immediate supervisor may offer AD on a discretionary basis. Once offered, the employee must voluntarily accept the supervisor's offer in order to participate in the program. The supervisor and the employee must mutually agree to use AD. The employee will not be forced or coerced into participating in the program or signing the AD agreement.

3. The following program requirements will be adhered to:

- a. AD will not be offered to employees serving on a trial or probationary period;
- b. AD will not be used in cases where the misconduct warrants removal;
- c. AD will not be used in cases where the employee's continued presence in the workplace would pose a threat to themselves or others;

d. AD will not be used for employee misconduct where a specific penalty is required by statute or regulations (i.e. misuse of a government owned vehicle);

e. Except where excluded by this policy, the supervisor's offer of AD will be discretionary;

f. The affected employee will have the option to accept or decline an offer of AD;

g. The employee will be given a minimum of three (3) workdays to consider an offer of AD;

h. The immediate supervisor's offer of AD will occur prior to the initiation of any written formal disciplinary action;

i. Should the employee decline an offer of AD, the supervisor will initiate action in accordance with traditional disciplinary procedures;

j. The standardized USAREUR AD agreement will be used in all AD situations;

k. The terms of an AD agreement will not be precedent setting for other misconduct cases or situations;

l. The AD agreement will remain in effect for a period of three (3) years unless otherwise stipulated in the agreement; and

m. The AD agreement may be used to support a proposed penalty in future disciplinary action.

4. While Alternative Discipline will be offered solely at the discretion of the immediate supervisor, fair and equitable treatment of subordinate employees must prevail.

5. General guidance and procedures for the program are provided in the USAREUR & 7th Army Alternate Discipline Program Processing Guide, Supervisor's Guide, and Employee Guide.

6. The CPAC Human Resource (HR) representative will serve as an advisor to the immediate supervisor on program implementation and general program instructions. The Heidelberg CPAC will establish and retain case files for all AD agreements.

/s/

WILLIE E. GADDIS
Colonel, AV
Commanding

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